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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

17 KAYLA GORDON and JAMES MOLLO,

18 Plaintiffs,

19 v.

20 BRAAVOS, INC., d/b/a BANNERMAN
21 SECURITY; JONATHAN CHIN; and DOES
1 through 10, Inclusive,

22 Defendants.

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**CLASS AND COLLECTIVE ACTION
COMPLAINT FOR DAMAGES**
JURY TRIAL DEMANDED

1 Plaintiffs Kayla Gordon and James Mollo (“Plaintiffs”), security guards formerly
 2 employed by BRAAVOS, INC., doing business as Bannerman Security; Jonathan Chin; and
 3 Does 1 through 10, inclusive (collectively “Bannerman” or “Defendants”), individually and on
 4 behalf of all others similarly situated, by their attorneys at The Liu Law Firm, P.C. and Kosinski
 5 & Thiagaraj LLP, allege, upon personal knowledge as to themselves and upon information and
 6 belief as to other matters, as follows:

7 **PRELIMINARY STATEMENT**

8 1. Plaintiffs, security guards formerly employed by Bannerman, bring this class
 9 and collective action on behalf of themselves and all other similarly-situated current and
 10 former security guards who perform or performed guard work for Bannerman, regardless of
 11 their precise titles.

12 2. Bannerman employs security guards across the country, using a software
 13 application (“app”) to manage employees’ assignments and compensation. Bannerman had
 14 and continues to have a policy and practice of intentionally misclassifying all of its security
 15 guards as independent contractors, and failing to pay them overtime in violation of the Fair
 16 Labor Standards Act (“FLSA”). Bannerman guards are in fact employees, not independent
 17 contractors, and are therefore entitled to overtime pay for all hours worked in excess of forty in
 18 a single work week.

19 3. Plaintiff Gordon also brings this action on behalf of herself and all similarly-
 20 situated current and former Bannerman guards who worked in the State of California, pursuant
 21 to Federal Rule of Civil Procedure 23, to remedy violations of California Labor Code §§ 201.3,
 22 203, 221, 226, 226.7, 226.8, 246, 247, 510, 512, 558, 1174, 1175, 1197, 1197.1, 1198, 1199,
 23 2802, and 3700, Industrial Welfare Commission (“IWC”) Wage Order 4-2001, California
 24 Business and Professions Code § 17200 *et al.*, and supporting regulations, interpretations, and
 25 case law (collectively, the “California Wage Laws”). Plaintiff Gordon also brings this action
 26 as a representative action on behalf of all aggrieved employees pursuant to the California
 27 Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*

28 4. Plaintiff Mollo also brings this action on behalf of himself and all similarly-

1 situated current and former Bannerman guards who worked in the State of Washington,
 2 pursuant to Federal Rule of Civil Procedure 23, to remedy violations of the Revised Code of
 3 Washington §§ 49.12.020, 49.12.170, 49.12.450, and 49.46.130, and Washington
 4 Administrative Code §§ 296-128-550 and 296-126-092, and supporting regulations,
 5 interpretations, and case law (collectively, the “Washington Wage Laws”).

6 **THE PARTIES**

7 5. Plaintiff Kayla Gordon is an adult resident of San Pablo, California in Contra
 8 Costa County. Plaintiff Gordon was employed by Defendants as a guard from approximately
 9 April 2016 to April 2017. A written consent to join form for Plaintiff Gordon is filed herewith
 10 as Exhibit A.

11 6. Plaintiff James Mollo is a resident of Port Townsend, Washington. Plaintiff was
 12 employed by Defendants as a guard from approximately May 2015 to June 2016. Plaintiff Mollo
 13 worked for Bannerman in the State of Washington from approximately May 2015 to April 2016,
 14 and in the State of California from approximately May 2016 to June 2016. A written consent to
 15 join form for Plaintiff Mollo is filed herewith as Exhibit B.

16 7. Defendant BRAAVOS, INC., doing business as Bannerman Security, is a foreign
 17 corporation incorporated in Delaware, with its headquarters and principal place of business in the
 18 City and County of San Francisco, California.

19 8. Defendant Jonathan Chin is the founder and Chief Executive Officer of
 20 BRAAVOS, INC.

21 9. The true names and capacities of the Defendants named herein Does 1 through
 22 10, inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiffs,
 23 who therefore sue such defendants by fictitious names pursuant to California Code of Civil
 24 Procedure § 474. Plaintiffs will amend this Complaint to show such true names and capacities
 25 of Does 1-10, inclusive, if and when they have been determined.

26 10. Plaintiffs are informed and believe, and on that basis allege, that each of the
 27 Defendants sued herein, including Does 1 through 10, inclusive, is in some manner legally
 28 responsible for the wrongful acts and/or omissions alleged herein.

11. Plaintiffs are informed and believe, and on that basis allege, that each of the Defendants acted in concert with each and every other Defendant, intended to and did participate in the events, acts, practices and courses of conduct alleged herein, and proximately caused damage and injury thereby to Plaintiffs as alleged herein.

12. At all times herein mentioned, each Defendant, including Does 1 through 10, inclusive, were agents, employees, supervisors, employers, alter egos, and/or joint venturers of these Defendants, and were acting both individually and in the course and scope of such relationship, and/or as integrated enterprises and/or joint employers, with knowledge and/or consent of the remaining Defendants.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. §§ 1331 and 29 U.S.C. § 216(b).

14. This Court also has original jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d), because this is a class action in which there are 100 or more members of the proposed classes; at least some members of the proposed classes are citizens of different states than Defendants; and the claims of the proposed class members exceed \$5,000,000 in the aggregate.

15. This Court has jurisdiction of Plaintiffs' state law claims under 28 U.S.C. § 1337 because the state law claims and federal claims are so closely related that they form part of the same case or controversy under Article III of the United States Constitution.

16. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

17. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1331 because Defendants are headquartered in and regularly conduct business in this District, and are therefore subject to the Court's personal jurisdiction.

FACTUAL ALLEGATIONS

18. Bannerman was established in San Francisco in 2013 by CEO and Founder Jonathan Chin. According to publicly available data, Bannerman provides security guard

1 services to over a thousand corporate and individual clients across the country. Bannerman
 2 operates its business using a proprietary app, which it requires its guards to use to request
 3 shifts, record time worked, and report incidents.

4 19. At all times relevant herein, Defendants voluntarily and knowingly
 5 misclassified and continue to misclassify Plaintiffs and other similarly-situated guards as
 6 independent contractors for the purpose of evading its legal obligations as an employer.

7 20. Upon information and belief, Bannerman requires its guards to sign a
 8 “Professional Services Agreement” (“PSA”) as a condition of employment. The PSA refers to
 9 guards as “Consultants,” and states that guards are independent contractors. Under the terms
 10 of the PSA, guards are responsible for all expenses incurred in performing services for
 11 Bannerman, and are required to indemnify Bannerman against any third-party claims of
 12 negligence or intentional misconduct in the performance of services. The PSA further
 13 prohibits guards from engaging in “any business activity that is competitive with, or would
 14 otherwise conflict with his or her relationship with the Company” without Bannerman’s
 15 express written consent. The PSA permits Bannerman to terminate guards with seven days’
 16 written notice or immediately upon material breach of the PSA.

17 21. Bannerman has had and continues to have a policy and practice of controlling
 18 the details of guards’ work performance. Bannerman offers three kinds of shifts to guards:
 19 “classic,” “on-call,” and “recurring.” “Classic” shifts are one-time jobs, “on-call” shifts
 20 require guards to be ready to be deployed during a specified time period, and “recurring” shifts
 21 are regular shifts at the same time and location. Guards use Bannerman’s app to request classic
 22 and recurring shifts, and to schedule themselves for on-call shifts. Bannerman may approve or
 23 deny a guard’s shift request. Plaintiffs’ shift requests were sometimes approved and
 24 sometimes denied.

25 22. Bannerman guards do not have discretion regarding how to perform their duties,
 26 but are required to follow specific instructions disseminated by Bannerman regarding all
 27 aspects of their work performance, including but not limited to what to wear and how to
 28 conduct themselves during their shifts. Bannerman generally required Plaintiffs and other

1 guards to wear either a suit with a Bannerman pin, a Bannerman uniform, or black clothing
2 when working as a Bannerman guard. Bannerman further required Plaintiffs and other guards
3 to comply with detailed instructions tailored to specific clients regarding aspects of their work
4 performance, such as how to interact with people entering and exiting buildings, how
5 frequently to patrol specific areas, how to operate security technology, how to document their
6 work, and what security threats to watch out for.

7 23. Through the Bannerman app, Bannerman monitored the locations and
8 movements of Plaintiffs and other Bannerman guards using global positioning technology
9 (GPS). Bannerman required Plaintiffs, and continues to require all Bannerman guards, to leave
10 location services for the Bannerman app on at all times, including outside of their scheduled
11 shifts or hours they designated as available. Bannerman closely monitors and directs guards in
12 the performance of their work based upon their locations and movement. For example, on at
13 least one occasion, a Bannerman supervisor contacted Plaintiff Gordon to tell her that he could
14 see that she had been stationary for too long, and to direct her to do rounds.

15 24. Bannerman had and continues to have a policy of requiring guards to perform
16 uncompensated, off-the-clock work. Bannerman required and continues to require guards to
17 clock in and out of their shifts using Bannerman's app, and pays guards only for time recorded
18 on the app. However, Bannerman's app does not permit guards to clock in or out unless GPS
19 confirms they are physically present at the site of their scheduled shift. Nevertheless,
20 Bannerman requires guards to perform work outside of the locations of their scheduled shifts,
21 such as retrieving keys from other locations and returning equipment to Bannerman's
22 headquarters. The time guards spend performing such work is unrecorded and uncompensated.

23 25. Bannerman required and continues to require guards to continue working until
24 relieved by the next scheduled guard. Plaintiffs and other guards continued to work past the
25 scheduled end of their shifts when the next scheduled guards were late. However, although
26 Bannerman records time worked to the minute through its app, Bannerman had and continues
27 to have a policy and practice of rounding down to the nearest quarter-hour when compensating
28

1 guards for time worked past the scheduled end of their shift. Therefore, Plaintiffs and other
2 guards were frequently not compensated for all time worked.

3 26. Bannerman exercised and continues to exercise disciplinary authority over
4 guards. Bannerman guards are subjected to a point system, in which each disciplinary
5 infraction earns a point, and accruing three points in a given time period results in termination
6 via removal of the guard from Bannerman's platform. If a guard has no disciplinary points, a
7 green icon is displayed on their app. After one point, the icon turns yellow, and after two
8 points, the icon turns red, indicating that the guard is in danger of termination.

9 27. Bannerman has also utilized a star system, in which guards' star ratings were
10 lowered if they did not arrive to work on time or did not take enough shifts. Guards who did
11 not maintain a high rating were terminated via removal from Bannerman's platform.

12 28. Bannerman retains the authority to terminate guards from its platform at any
13 time for what it deems poor performance, and has in fact terminated Plaintiff Gordon and other
14 guards from its platform for poor performance.

15 29. Bannerman had and continues to have a policy and practice of deducting \$5.00
16 from guards' pay each time they check in late to a shift, and has deducted such funds from
17 guards, without their authorization, as discipline for checking in late to a shift.

18 30. Bannerman had and continues to have a policy and practice of assigning guards
19 to worksites with no bathroom facilities or chairs. Bannerman assigned both Plaintiff Gordon
20 and Plaintiff Mollo to work sites with no bathroom facilities or chairs.

21 31. Bannerman had and continues to have a policy and practice of prohibiting
22 guards from taking meal and rest periods except when clients specifically allow them to.
23 Bannerman tells its guards that because they are independent contractors, they are not entitled
24 to meal and rest periods. Bannerman regularly denied Plaintiffs and other similarly-situated
25 guards meal and rest periods.

26 32. Bannerman guards regularly work shifts that exceed eight hours, but they are
27 not paid overtime premium pay as required by state and federal law. Plaintiff Gordon regularly
28 worked shifts of twelve hours or longer, but was not paid overtime premium pay for the hours

1 she worked in excess of eight or twelve in a workday. Plaintiff Mollo regularly worked shifts
2 of twelve hours per day, seven days per week, in the State of Washington, but was never paid
3 overtime premium pay for hours worked in excess of forty in a workweek.

4 33. Bannerman required and continues to require guards to use a smart phone to
5 operate its app, and to use their personal vehicles to travel to and from worksites. However,
6 Bannerman had and continues to have a policy and practice of not reimbursing guards for gas,
7 mileage, wear and tear to their vehicles, parking expenses, or any portion of their phone bills.
8 Neither Plaintiff Gordon nor Plaintiff Mollo were ever provided with reimbursement for any
9 expenses incurred in the course of performing their jobs.

10 34. Bannerman had and continues to have a policy and practice of requiring guards
11 to attend staff meetings without pay. For example, Bannerman required Plaintiff Gordon and
12 other guards in the San Francisco area to attend a staff meeting for two hours and did not
13 compensate them.

14 35. Bannerman had and continues to have a policy and practice of failing to pay
15 reporting time pay in violation of California law. On multiple occasions, Plaintiff Gordon
16 reported to her scheduled shift only to be told that she was not needed and sent home. Plaintiff
17 and other guards were not compensated at all for days on which they were scheduled to work
18 and reported to work, but were not put to work.

19 36. Bannerman does not provide its guards with workers' compensation insurance,
20 despite the obvious risk of injury inherent in guard work, nor does it withhold any of guards'
21 wages for state disability insurance or unemployment insurance. Plaintiffs were not provided
22 with workers' compensation insurance during their employment with Bannerman, and
23 Bannerman took no deductions for state disability insurance or unemployment insurance from
24 their compensation.

25 37. Although California requires all employers to provide paid sick time to
26 employees who work more than thirty days within a year from the commencement of their
27 employment, Bannerman does not provide paid sick time to its California guards. Plaintiffs
28 and other guards worked more than thirty days within a year from the commencement of their

1 employment, but were never provided with any paid sick time.

2 **COLLECTIVE ACTION ALLEGATIONS**

3 38. Plaintiffs bring the First Cause of Action, pursuant to the FLSA, 29 U.S.C. §
 4 216(b), on behalf of themselves and all similarly situated persons who elect to opt into this
 5 action who work or have worked for Bannerman as security guards nationwide on or after
 6 October 13, 2014 (the “FLSA Collective”).

7 39. Plaintiffs are similarly situated to other members of the FLSA Collective.

8 40. Defendants misclassified Plaintiffs and other members of the FLSA Collective
 9 as independent contractors, and failed to pay them overtime premium pay for hours worked in
 10 excess of forty in a week.

11 41. Plaintiffs and other members of the FLSA Collective had the same or similar
 12 primary job duties and were subject to the same company policies and practices.

13 42. Defendants are liable under the FLSA for, *inter alia*, failing to properly
 14 compensate Plaintiffs and other members of the FLSA Collective. There are many similarly-
 15 situated current and former Bannerman guards who have been underpaid in violation of the
 16 FLSA who would benefit from the issuance of a court-supervised notice regarding the present
 17 lawsuit and the opportunity to join it. Those similarly situated individuals are known to
 18 Defendants, are readily identifiable, and can be located through Defendants’ records, such that
 19 notice should be sent to them pursuant to 29 U.S.C. § 216(b).

20 **CLASS ACTION ALLEGATIONS**

21 ***The California Class***

22 43. Plaintiff Gordon (the “California Plaintiff”) brings the Second through Ninth
 23 Causes of Action pursuant to Federal Rule of Civil Procedure 23, on behalf of herself and all
 24 persons who have worked for Bannerman as guards in California between October 13, 2013
 25 and the date of final judgment in this matter (the “California Class”).

26 44. Excluded from the California Class are Defendants, Defendants’ legal
 27 representatives, officers, directors, assigns, and successors, or any individual who has, or who
 28 at any time during the class period has had, a controlling interest in Defendants; the Judge(s) to

1 whom this case is assigned and any member of the Judges' immediate family; and all persons
 2 who will submit timely and otherwise proper requests for exclusion from the California Class.

3 45. The members of the California Class are so numerous that joinder of all
 4 members is impracticable. Upon information and belief, the size of the California class is at
 5 least 200 individuals. Although the precise number of putative class members is unknown, the
 6 facts on which the calculation of that number depends are presently within the sole control of
 7 Defendants.

8 46. Defendants have acted or have refused to act on grounds generally applicable to
 9 the California Class, thereby making appropriate final injunctive relief or corresponding
 10 declaratory relief with respect to the California Class as a whole.

11 47. Common questions of law and fact exist as to the California Class that
 12 predominate over any questions only affecting them individually and include, but are not
 13 limited to, the following:

- 14 i. Whether Defendants violated Labor Code § 226.8 by willfully
 15 misclassifying the California Plaintiff and the California Class as
 16 independent contractors;
- 17 ii. Whether Defendants violated Labor Code §§ 201.3 by failing to timely
 18 pay the California Plaintiff and the California Class all wages due and
 19 owing;
- 20 iii. Whether Defendants violated Labor Code § 203 by willfully failing to
 21 pay the California Plaintiff and the California Class who quit or were
 22 discharged all wages due and owing;
- 23 iv. Whether Defendants violated Labor Code § 226 by failing to furnish the
 24 California Plaintiff and the California Class with accurate, itemized
 25 wage statements and are therefore subject to penalties under Labor Code
 26 §§ 226.3 and 226.6;
- 27 v. Whether Defendants violated by Labor Code § 221 and 226.8(a)(3) by
 28 taking unauthorized deductions from the wages of the California

1 Plaintiff and the California Class, and are therefore subject to penalties
2 under Labor Code § 225.5;

3 vi. Whether Defendants violated Labor Code § 226.7 by requiring the
4 California Plaintiff and the California Class to work during meal or rest
5 periods mandated pursuant to Industrial Welfare Commission (“IWC”)
6 Wage Order 4-2001;

7 vii. Whether Defendants violated Labor Code § 246 by failing to provide the
8 California Plaintiff and the California Class paid sick days and are
9 therefore subject to penalties under Labor Code § 248.5;

10 viii. Whether Defendants violated Labor Code § 510 by failing to pay the
11 California Plaintiff and the California Class overtime premium pay for
12 hours worked in excess of eight in a workday or forty in a workweek,
13 and double time pay for hours worked in excess of twelve in a workday;

14 ix. Whether Defendants violated Labor Code § 512 by failing to provide the
15 California Plaintiff and the California Class with a thirty minute meal
16 period whenever they worked over five hours in a day, and with a
17 second thirty minute meal period whenever they worked over ten hours
18 in a day;

19 x. Whether Defendants violated Labor Code § 1198 by employing the
20 California Plaintiff and the California Class for longer hours than those
21 fixed by IWC Wage Order 4-2001 or under conditions of labor
22 prohibited by IWC Wage Order 4-2001, and are therefore liable for
23 penalties under Labor Code §§ 558, 558.1, and 1199, in that Defendants
24 failed to pay reporting time pay;

25 xi. Whether Defendants violated Labor Code § 1198 by employing the
26 California Plaintiff and the California Class under conditions of labor
27 prohibited by IWC Wage Order 4-2001, and are therefore liable for
28 penalties under Labor Code §§ 558, 558.1, and 1199, in that Defendants

failed to ensure that worksites to which the California Plaintiff and the California Class were assigned met minimum working conditions standards;

- xii. Whether Defendants violated Labor Code §§ 1174(d) and 1175 by failing to maintain accurate records of hours worked by the California Plaintiff and the California Class, and are therefore subject to penalties under Labor Code § 1174.5;
- xiii. Whether Defendants violated Labor Code § 1197 by failing to pay the California Plaintiff and the California Class minimum wage for all time worked, and are therefore liable for liquidated damages under Labor Code §§ 1194.2 and 1197.1;
- xiv. Whether Defendants violated Labor Code § 2802 by failing to indemnify the California Plaintiff and the California Class for necessary expenditures or losses they incurred in direct consequence of the discharge of their duties or obedience to Defendants;
- xv. Whether Defendants violated Labor Code § 3700 by failing to provide the California Plaintiff and the California Class workers' compensation insurance, and are therefore liable for penalties under Labor Code § 3700.5;
- xvi. Whether Defendants are liable for additional penalties under Labor Code § 2699; and
- xvii. Whether the aforementioned legal violations constitute unlawful business practices in violation of Cal. Bus. & Prof. Code § 17200 *et seq.*

24 48. The California Plaintiff's claims are typical of the claims of the California Class
25 she seeks to represent. The California Plaintiff and all members of the California Class work,
26 or have worked, for Defendants as security guards in the State of California. The California
27 Plaintiff and members of the California Class enjoy the same statutory rights under California
28 law to be paid overtime wages, to be provided with meal and rest periods, to be provided with

1 accurate wage statements, to be paid for all time worked, and to be provided with workers'
 2 compensation insurance. The California Plaintiff and members of the California Class have all
 3 sustained similar types of damages as a result of defendants' failure to comply with the
 4 California Wage Laws. The California Plaintiff and the members of the California Class have
 5 all been injured in that they have been uncompensated or under-compensated due to
 6 Defendants' common policies, practices, and patterns of conduct.

7 49. The California Plaintiff will fairly and adequately represent and protect the
 8 interests of the California Class. The California Plaintiff understands that as class
 9 representative, she assumes a fiduciary responsibility to the class to represent its interests fairly
 10 and adequately. The California Plaintiff recognizes that as class representative, she must
 11 represent and consider the interests of the class just as she would represent and consider her
 12 own interests. The California Plaintiff understands that in decisions regarding the conduct of
 13 the litigation and its possible settlement, she must not favor her own interests over the interests
 14 of the class. The California Plaintiff recognizes that any resolution of a class action must be in
 15 the best interests of the class. The California Plaintiff understands that in order to provide
 16 adequate representation, she must be informed of developments in litigation, cooperate with
 17 class counsel, and testify at deposition and/or trial. The California Plaintiff has retained
 18 counsel competent and experienced in complex class actions and employment litigation. There
 19 are no conflicts between The California Plaintiff and the California Class members.

20 50. A class action is superior to other available methods for the fair and efficient
 21 adjudication of this litigation – particularly in the context of wage litigation like the present
 22 action, where an individual Plaintiff may lack the financial resources to vigorously prosecute a
 23 lawsuit in federal court against a corporate defendant. The members of the California Class
 24 have been damaged and are entitled to recovery as a result of Defendants' violation of the
 25 California Wage Laws as well as its common and uniform policies, practices, and procedures.
 26 Although the relative damages suffered by individual members of the California Class are not
 27 *de minimis*, such damages are small compared to the expense and burden of individual
 28 prosecution of this litigation. In addition, class litigation is superior because it will obviate the

1 need for unduly duplicative litigation that might result in inconsistent judgments about
2 Defendants' practices.

3 51. This action is properly maintainable as a class action under Federal Rule of
4 Civil Procedure 23(b)(3).

5 | *The Washington Class*

6 52. Plaintiff Mollo (the “Washington Plaintiff”) brings the Tenth through Twelfth
7 Causes of Action under Rule 23 of the Federal Rules **of** Civil Procedure, on behalf of a class of
8 persons consisting of all persons who have worked for Defendants as security guards in the
9 State of Washington at any time between October 13, 2014 and the present.

10 53. Excluded from the Washington Class are Defendants' legal representatives,
11 officers, directors, assigns, and successors, or any individual who has, or who at any time during
12 the class period has had, a controlling interest in Defendants; the Judge(s) to whom this case is
13 assigned and any member of the Judges' immediate family; and all persons who will submit
14 timely and otherwise proper requests for exclusion from the Washington Class.

15 54. The persons in the Washington Class identified above are so numerous that
16 joinder of all members is impracticable. Although the precise number of such persons is not
17 known to the Washington Plaintiff, the facts on which the calculation of that number can be
18 based are presently within the sole control of Defendant. Upon information and belief, the size
19 of the Washington Class is at least 50 individuals.

20 55. Defendants acted or refused to act on grounds generally applicable to the
21 Washington Class, thereby making appropriate final injunctive relief or corresponding
22 declaratory relief with respect to the Washington Class as a whole.

23 56. The Tenth through Twelfth Causes of Action are properly maintainable as a
24 class action under Federal Rule of Civil Procedure 23(b)(3). There are questions of law and
25 fact common to the Washington Class that predominate over any questions solely affecting
26 individual members of the Washington Class, including but not limited to:

27 i. Whether Defendants misclassified the Washington Plaintiff and the
28 Washington Class as independent contractors;

- ii. Whether Defendants failed and/or refused to pay the Washington Plaintiff and the Washington Class for all hours worked in violation of the Washington Wage Laws;
- iii. Whether Defendants failed and/or refused to pay the Washington Plaintiff and the Washington Class overtime pay for hours worked in excess of forty (40) per workweek in violation of the Washington Wage Laws;
- iv. Whether Defendants policy of failing to pay the Washington Plaintiff and the Washington Class was instituted willfully or with reckless disregard of the law;
- v. Whether Defendants required the Washington Plaintiff and the Washington Class to work more than five consecutive hours without a meal period;
- vi. Whether Defendants failed to provide the Washington Plaintiff and the Washington Class who worked three or more hours longer than a normal work day with a thirty-minute meal period prior to or during the overtime period;
- vii. Whether Defendants failed to provide the Washington Plaintiff and the Washington Class with rest periods of not less than ten minutes for each four hours of working time;
- viii. Whether Defendants required the Washington Plaintiff and the Washington Class to work more than three hours consecutively without a rest period;
- ix. Whether Defendants unlawfully failed to reimburse the Washington Plaintiff and the Washington Class for the expense of purchasing formal work apparel; and
- x. The nature and extent of the Washington Class-wide injury and the appropriate measure of damages for the Washington Class.

1 57. The claims of the Washington Plaintiff are typical of the claims of the
 2 Washington Class sought to be represented. The Washington Plaintiff and the other
 3 Washington Class members work or have worked for Defendants and have been subjected to
 4 their policy and pattern of failing to pay overtime wages due, failing to provide rest and meal
 5 periods, and failing to reimburse workers for the purchase of formal work apparel.

6 58. Defendants acted and refused to act on grounds generally applicable to the
 7 Washington Class, thereby making declaratory relief with respect to the Washington Class
 8 appropriate.

9 59. The Washington Plaintiff will fairly and adequately represent and protect the
 10 interests of the Washington Class. The Washington Plaintiff understands that, as a class
 11 representative, he assumes a fiduciary responsibility to the Washington Class to represent its
 12 interests fairly and adequately. The Washington Plaintiff recognizes that as a class
 13 representative, he must represent and consider the interest of the Washington Class just as he
 14 would represent and consider his own interests. The Washington Plaintiff understands that in
 15 decisions regarding the conduct of the litigation and its possible settlement, he must not favor
 16 his own interests over those of the Washington Class. The Washington Plaintiff recognizes
 17 that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must
 18 be in the best interests of the Washington Class. The Washington Plaintiff understands that in
 19 order to provide adequate representation, one must remain informed of developments in the
 20 litigation, cooperate with class counsel by providing them with information and any relevant
 21 documentary material in one's possession, and testify, if required, in a deposition and in trial.

22 60. The Washington Plaintiff has retained counsel competent and experienced in
 23 complex class action employment litigation.

24 61. A class action is superior to other available methods for the fair and efficient
 25 adjudication of this litigation – particularly in the context of wage litigation like the present
 26 action, where an individual Plaintiff may lack the financial resources to vigorously prosecute
 27 lawsuit in federal court against a corporate defendant. The members of the Washington Class
 28 have been damaged and are entitled to recovery as a result of Defendants' common and

1 uniform policies, practices, and procedures. Although the relative damages suffered by an
 2 individual member of the Washington Class are not *de minimis*, such damages are small
 3 compared to the expense and burden of individual prosecution of this litigation. In addition,
 4 class treatment is superior because it will obviate the need for unduly duplicative litigation that
 5 might result in inconsistent judgments about Defendants' practices.

6 62. This action is properly maintainable as a class action under Federal Rule of
 7 Civil Procedure 23(b)(3).

8 **FIRST CAUSE OF ACTION**

9 **Unpaid Overtime Wages (FLSA; 29 U.S.C. §§ 201 *et seq.*)**
 10 **(Brought by Plaintiffs Individually and on Behalf of the Collective against All Defendants)**

11 63. Plaintiffs reallege and incorporate by reference all allegations in all preceding
 12 paragraphs.

13 64. Defendants were and are employers of Plaintiffs and other similarly situated
 14 current and former guards and are engaged in commerce and/or the production of goods for
 15 commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a), in that they were and are
 16 assigned to guard manufacturing, shipping and fulfillment facilities.

17 65. The overtime wage provisions set forth in §§ 201 *et seq.* of the FLSA apply to
 18 Defendants.

19 66. At all relevant times, Plaintiffs and other similarly situated current and former
 20 guards were and are employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

21 67. Defendants have failed to pay Plaintiffs and other similarly situated current and
 22 former guards the wages to which they were entitled under the FLSA.

23 68. Defendants' violations of the FLSA, as described in this Class and Collective
 24 Action Complaint, have been willful and intentional.

25 69. Because Defendants' violations of the FLSA have been willful, a three-year
 26 statute of limitations applies, pursuant to 29 U.S.C. § 255, as it may be tolled or extended
 27 agreement, equity or operation of law.

1 70. As a result of Defendants' willful violations of the FLSA, Plaintiffs and other
2 similarly situated current and former guards have suffered damages by being denied wages in
3 accordance with 29 U.S.C. §§ 201 *et seq.*, in amounts to be determined at trial or through
4 undisputed record evidence, and are entitled to recovery of such amounts, liquidated damages,
5 prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C.
6 §216(b).

SECOND CAUSE OF ACTION

Overtime Premium Pay (California Labor Code §§ 510, 558, 558.1, 1198, 1199, Wage Order 4-2001)

**(Brought by the California Plaintiff Individually and on Behalf of the California Class
against All Defendants)**

10 71. The California Plaintiff hereby incorporates by reference all preceding
11 paragraphs as alleged above as if fully set forth herein.

12 72. The California Plaintiff and members of the California Class worked more than
13 eight hours in one day and more than forty hours in one work week during the relevant time
14 period.

15 73. Defendants did not pay the California Plaintiff and members of the California
16 Class at one and a half times their regularly hourly rate hours for worked in excess of eight in
17 one day or forty in one work week in violation of Wage Order 4-2001 §3(A)(1) and Cal. Lab.
18 Code § 510.

19 74. The California Plaintiff and members of the California Class worked more than
20 twelve hours in one workday.

21 75. Defendants did not pay the California Plaintiff and members of the California
22 Class double their regularly hour rate for hours worked in excess of twelve in a single workday
23 in violation of Wage Order 4-2001 §3(A)(1) and Cal. Lab. Code § 510.

24 76. As a direct and proximate result of the above violations of their rights, the
25 California Plaintiff and the California Class have suffered damages in an amount to be proven
26 at trial.

27 77. Defendant Jonathan Chin, acting on behalf of Bannerman, caused the
28 violations of the California Labor Code and Wage Order 4-2001 described herein by

1 establishing Bannerman's policy of unlawfully misclassifying guards as independent
 2 contractors and failing to pay them overtime premium pay, and is therefore liable for damages
 3 in an amount to be proven at trial pursuant to Cal. Lab. Code § 558.1.

4 **THIRD CAUSE OF ACTION**

5 **Wage Payment Violations (California Labor Code §§ 201.3, 203)**
 6 **(Brought by the California Plaintiff Individually and on Behalf of the California Class**
 against All Defendants)

7 78. The California Plaintiff realleges and incorporates by reference all allegations in
 8 all preceding paragraphs.

9 79. California Labor Code §§ 201.3 require Defendants to pay employees all wages
 10 due within the time specified by law. California Labor Code § 203 provides that if an employer
 11 willfully fails to timely pay such wages, the employer must continue to pay the subject
 12 employees' wages until the back wages are paid in full or an action is commenced, up to a
 13 maximum of thirty days of wages.

14 80. The California Plaintiff and all members of the California Class who ceased
 15 employment with Defendants are entitled to unpaid compensation, but to date have not received
 16 such compensation.

17 81. More than thirty days have passed since the California Plaintiff and certain
 18 members of the California Class have left Defendants' employ.

19 82. As a consequence of Defendants' willful conduct in not paying compensation for
 20 all hours worked, the California Plaintiff and members of the California Class whose
 21 employment ended during the relevant period are entitled to thirty days' wages under California
 22 Labor Code § 203, together with interest thereon and attorneys' fees and costs.

23 83. Defendant Jonathan Chin, acting on behalf of Bannerman, caused the violations
 24 of Labor Code § 203 described herein, and is personally liable for wages owed to the California
 25 Plaintiff and members of the California Class whose employment ended during the relevant time
 26 period, together with interest thereon and attorneys' fees and costs, pursuant to Cal. Lab. Code §
 27 558.1.

FOURTH CAUSE OF ACTION

Record-Keeping Violations (IWC Wage Order No. 4-2001; California Labor Code §§ 226, 1174, & 1174.5)

(Brought by the California Plaintiff Individual and on Behalf of the California Class against All Defendants)

84. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

85. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, hours worked, to the California Plaintiff and California Class Members in accordance with California Wage Order No. 4-2001 and California Labor Code § 226(a). Such failure caused injury to the California Plaintiff and the California Class, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendants have failed to maintain records of hours worked by the California Plaintiff and California Class Members as required under Labor Code § 1174(d).

86. The California Plaintiff and California Class Members are entitled to and seek injunctive relief requiring Defendants to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

FIFTH CAUSE OF ACTION

Meal and Rest Period Violations (California Labor Code §§ 226.7, 512, 558, 558.1, 1198, 1199; Wage Order 4-2001)

(Brought by the California Plaintiff Individually and on Behalf of the California Class against All Defendants)

87. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

1 88. The California Plaintiff and members of the California Class worked shifts excess
 2 of five hours without being afforded at least a thirty minute uninterrupted meal break during
 3 which they were or are relieved of all duty, as required by California Wage Order No. 4-2001
 4 and California Labor Code §§ 226.7 and 512.

5 89. The California Plaintiff and members of the California Class worked shifts in
 6 excess of ten hours without being afforded at least two uninterrupted thirty minute meal breaks
 7 during which they were relieved of all duty, as required by California Wage Order 4-2001 and
 8 California Labor Code §§ 226.7 and 512.

9 90. The California Plaintiff and members of the California Class also regularly
 10 worked shifts in excess of four hours without being afforded at least one ten-minute rest break
 11 during which they were or are relieved of all duty, per four hours of work performed or major
 12 fraction thereof, as required by California Wage Order No. 4-2001 and California Labor Code §§
 13 226.7.

14 91. As a result of Defendants' failure to provide proper meal periods, Defendants are
 15 liable to the California Plaintiff and members of the California Class for one hour of additional
 16 pay at the regular rate of compensation for each workday that the proper meal periods were not
 17 provided, pursuant to California Wage Order No. 4-2001 and California Labor Code § 226.7.

18 92. As a result of Defendants' failure to afford proper rest periods, Defendants are
 19 liable to the California Plaintiff and members of the California Class for one hour of additional
 20 pay at the regular rate of compensation for each workday that the proper rest periods were not
 21 provided, pursuant to California Wage Order No. 4-2001 and California Labor Code § 226.7.

22 93. Defendant Jonathan Chin, acting on behalf of Bannerman, caused the violations
 23 of IWC 4-2001 and Labor Code §§ 226.7 described herein by establishing Bannerman's
 24 unlawful policies with respect to meal and rest periods. Defendant Chin is therefore personally
 25 liable to the California Plaintiff and members of the California Class for one hour of additional
 26 pay at the regular rate of compensation for each workday that the proper rest periods were not
 27 provided, and one hour of additional pay at the regular rate of compensation for each workday
 28 that the proper meal periods were not provided, at the regular rate of compensation, pursuant to

1 California Labor Code § 558.1.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Indemnify (Cal Lab. Code § 2802)**
 4 **(Brought by the California Plaintiff Individually and on Behalf of the California Class**
 against All Defendants)

5 94. The California Plaintiff realleges and incorporates by reference all allegations in
 6 all preceding paragraphs.

7 95. Under Cal. Lab. Code § 2802, an employer must indemnify employees for all
 8 necessary expenditures and losses incurred in direct consequence of the discharge of her duties,
 9 or of her obedience to the directions of the employer.

10 96. The California Plaintiff and members of the California Class incurred necessary
 11 expenditures in direct consequence of the discharge of their duties and obedience to the
 12 directions of Defendants for which they were not indemnified, including but limited to gas,
 13 mileage, wear and tear on personal vehicles, and smartphone bills.

14 97. Defendants are liable to the California Plaintiff and the California Class for
 15 reimbursement of all necessary expenditures, with interest, in addition to reasonable attorneys'
 16 fees incurred to enforce the rights of the California Plaintiff and the California Class under Cal.
 17 Lab. Code § 2802.

18 98. Defendant Jonathan Chin, acting on behalf of Bannerman, caused the violations
 19 of Cal. Lab. Code § 2802 described herein, by establishing Bannerman's policy of unlawfully
 20 misclassifying guards as independent contractors and failing to indemnify them for work-related
 21 expenses. Defendant Chin is therefore liable for reimbursement of all necessary expenditures,
 22 with interest, in addition to reasonable attorneys' fees incurred to enforce the rights of California
 23 Plaintiff and the California Class under Cal. Lab. Code § 2802 pursuant to Cal. Lab. Code §
 24 558.1.

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SEVENTH CAUSE OF ACTION

**Reporting Time Pay (Cal. Lab. Code § 1198, IWC Wage Order 4-2001)
(Brought by the California Plaintiff Individual and on Behalf of the California Class
Against All Defendants)**

99. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

100. The California Plaintiff and members of the California Class were scheduled for work reported for work, and were not put to work.

101. The California Plaintiff and members of the California Class were not paid for the dates on which they were scheduled for work, reported for work, and were not put to work, in violation of IWC Wage Order 4-2001 § 5(A) and Cal. Lab. Code § 1198.

102. As a direct and proximate result of the above violations of their rights, the California Plaintiff and the California Class are entitled to damages in an amount to be proven at trial.

EIGHTH CAUSE OF ACTION

Unfair Competition Law (Cal. Bus & Prof. Code §§ 17200 *et seq.*)
(Brought by the California Plaintiff Individually and on Behalf of the California Class
against All Defendants)

103. The California Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

104. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

105. Beginning at a date unknown to the California Plaintiff, but as long ago as October 13, 2013, Defendants committed, and continue to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendants' conduct as alleged herein has injured the California Plaintiff and the California Class by wrongfully denying them earned wages, and therefore was substantially injurious to the California Plaintiff and the California Class.

1 106. Defendants engaged in unfair competition in violation of the UCL by violating,
 2 *inter alia*, each of the following laws. Each of these violations constitutes an independent and
 3 separate violation of the UCL:

- 4 a. California Labor Code § 201.3, 203;
- 5 b. California Labor Code §§ 226, 226.3, 226.6;
- 6 c. California Labor Code §§ 226.7;
- 7 d. California Labor Code § 221, 226.8(a)(3);
- 8 e. California Labor Code §§ 246;
- 9 f. California Labor Code §§ 510;
- 10 g. California Labor Code §§ 512, 558, 1198-1199;
- 11 d. California Labor Code § 1174 and 1185;
- 12 e. California Labor Code § 1197; and
- 13 f. California Labor Code § 3700

14 Defendants' course of conduct, acts, and practices in violation of the California laws
 15 mentioned in the above paragraph each constitute a separate and independent violation of the
 16 UCL. Defendants' conduct described herein violates the policy or spirit of such laws or
 17 otherwise significantly threatens or harms competition.

18 107. The unlawful and unfair business practices and acts of Defendants, described
 19 above, have injured California Class Members in that they were wrongfully denied the payment
 20 of earned wages and reimbursement for necessary expenditures.

21 108. The California Plaintiff, on behalf of herself and the California Class, seeks
 22 restitution in the amount of all unpaid wages, unlawful deductions, and unreimbursed necessary
 23 expenditures made in direct consequences of the discharge of their duties and obedience to the
 24 directions of Defendants.

25 109. The California Plaintiff, on behalf of herself and the California Class, seeks
 26 recovery of attorneys' fees and costs of this action to be paid by Defendants, as provided by the
 27 UCL and California Labor Code §§ 218, 218.5, and 1194.

28

NINTH CAUSE OF ACTION

Private Attorneys' General Act (Cal. Lab. Code § 2698 *et seq.*)
(Brought by the California Plaintiff Individually and on Behalf of All Similarly-Situated
Aggrieved Employees against All Defendants)

110. The California Plaintiff, on behalf of herself and all aggrieved employees and/or on behalf of the Class, as well as the general public of the State of California, realleges and incorporates by reference all allegations in all preceding paragraphs. Under the PAGA, California Labor Code §§2698-99, any aggrieved employee may bring a representative action as a private attorney general on behalf of the general public, including all other aggrieved employees, to recover civil penalties for their employers' violations of the California Labor Code and IWC Wage Orders. These civil penalties are in addition to any other relief available under the Labor Code, and must be allocated 75% to the State of California's Labor and Workforce Development Agency and 25% to the aggrieved worker, pursuant to California Labor Code §2699.

111. Pursuant to California Labor Code § 1198, Defendants' employment of the California Plaintiff and members of the California Class for longer hours than those fixed by IWC Wage Order No. 4-2001 or under conditions of labor prohibited by IWC Wage Order 4-2001 is unlawful and constitutes a violation of the California Labor Code, actionable under PAGA. Pursuant to California Labor Code § 1199, it is unlawful for defendants to have violated, or refused or neglected to have complied with, any other provision of IWC Wage Order 4-2001 as alleged herein. The California Plaintiff alleges, on behalf of herself, all aggrieved employees and/or on behalf of the Class, well as the general public of the State of California, that Defendants have violated the following provisions of the California Labor Code and the following provisions of the IWC Wage Orders that are actionable through the California Labor Code and PAGA, as previously alleged herein: Cal. Lab. Code §§ 201.3, 203, 216, 226, 266.7, 510, 512, 1174, 1175, and 1198. Each of these violations entitles the California Plaintiff, as private attorney general, to recover the applicable statutory civil penalties on her own behalf, on behalf of all aggrieved employees, and on behalf of the general public, including but not limited to penalties pursuant to Lab. Code §§ 225.5, 226.3, 226.6, 558, 1174.5, and 1199.

1 112. Under Cal. Lab. Code § 226.8, it is unlawful to willfully misclassify an employee
 2 as an independent contractor to avoid employee status. Defendants engaged in a pattern and
 3 practice of willfully misclassifying the California Plaintiff and members of the putative Class as
 4 independent contractors, and of taking deductions from their compensation that would be
 5 unlawful if they had not been so misclassified. Defendants are therefore liable under PAGA and
 6 Cal. Lab. Code §226.8(c) for civil penalties of not less than \$10,000.00 and not more than
 7 \$25,000.00 for each violation, in addition to any other penalties or fines permitted by law.

8 113. Under Cal. Lab. Code §246, employers are required to provide paid sick time to
 9 employees who work 30 or more days within a year at the rate of one hour of paid sick time for
 10 every thirty hours worked. Defendants failed to provide the California Plaintiff and members of
 11 the California Class with any sick time, despite the fact that the California Plaintiff and members
 12 of the California Class worked more than thirty days within one year. Furthermore, Defendants
 13 failed to post the notice required by Cal. Lab. Code § 247 of employees' right to paid sick time.
 14 Accordingly, Defendants are liable under PAGA and Cal. Lab. Code § 248.5(e) for restitutionary
 15 relief in the amount of the dollar amount of paid sick days unlawfully withheld, as well as
 16 reasonable attorneys' fees and costs.

17 114. Under Cal. Lab. Code § 3700, every employer must secure the payment of
 18 workers' compensation. Defendants failed to provide the California Plaintiff and members of the
 19 putative class with workers' compensation insurance. Defendants knew, or because of their
 20 knowledge and experience reasonably should be expected to have known, of the obligation to
 21 secure workers' compensation. Accordingly, Defendants are liable under PAGA and Cal. Lab.
 22 Code § 3700.5 for fines.

23 115. On August 17, 2017, the California Plaintiff provided notice via online
 24 submission to the California Labor and Workforce Development Agency ("LWDA"), and via
 25 certified mail to Bannerman, of her intention to pursue a claim for relief under PAGA against
 26 Bannerman on behalf of herself and all aggrieved employees. The LWDA has not notified the
 27 California Plaintiff that it does or does not intend to investigate the alleged violations.

28 116. Under PAGA, the California Plaintiff and the State of California are entitled to

1 recover the maximum civil penalties permitted by law for the violations of the California Labor
 2 Code and IWC Wage Order 4-2001 that are alleged in this Complaint.

3 **TENTH CAUSE OF ACTION**

4 **Failure to Pay Overtime (RCW 49.46.130, 49.12.020, WAC 296-128-550)**
 5 **(Brought by the Washington Plaintiff Individually and on Behalf of the Washington Class**
 against All Defendants)

6 117. The Washington Plaintiff realleges and incorporates by reference all allegations in
 7 all preceding paragraphs.

8 118. At all times relevant, the Washington Plaintiff and member of the Washington
 9 Class have been employees, and Defendants have been employers, within the meaning of the
 10 Washington Wage Laws.

11 119. Defendants failed to pay the Washington Plaintiff and members of the
 12 Washington Class wages to which they are entitled under the Washington Wage Laws.
 13 Defendants failed to pay the Washington Plaintiff and members of the Washington Class for
 14 overtime at a wage rate of one and one-half times their regular rate of pay for all hours worked
 15 over forty in a workweek.

16 120. Defendants failed to pay the Washington Plaintiff and members of the
 17 Washington Class all overtime wage owed to them on the regular pay day for the pay period in
 18 which the overtime wages were earned.

19 121. As a direct and proximate result of the above violations of their rights, the
 20 Washington Plaintiff and the Washington Class are entitled to damages in an amount to be
 21 proven at trial.

22 **ELEVENTH CAUSE OF ACTION**

23 **Meal and Rest Period Violations (RCW §§ 49.12.020, 49.12.170; WAC § 296-126-092)**
 24 **(Brought by the Washington Plaintiff Individually and on Behalf of the Washington Class**
 against All Defendants)

25 122. The Washington Plaintiff realleges and incorporates by reference all allegations in
 26 all preceding paragraphs.

27 123. Defendants failed to provide the Washington Plaintiff and members of the
 28 Washington Class with meal periods of at least thirty minutes no more than five hours from the

1 beginning of their shifts.

2 124. Defendants required the Washington Plaintiff and members of the Washington
3 Class to work more than five consecutive hours without a meal period.

4 125. Defendants failed to provide the Washington Plaintiff and members of the Washington
5 Class who worked three or more hours longer than a normal work day with a thirty-
6 minute meal period prior to or during the overtime period.

7 126. Defendants failed to provide the Washington Plaintiff and members of the Washington
8 Class with rest periods of not less than ten minutes for each four hours of working
9 time.

10 127. Defendants required the Washington Plaintiff and members of the Washington
11 Class to work more than three hours consecutively without a rest period.

12 128. As a direct proximate result of the above violations of their rights, the Washington
13 Plaintiff and the Washington Class are entitled to damages in an amount to be proven at trial.

14 **TWELFTH CAUSE OF ACTION**

15 **Failure to Reimburse for Employee Work Apparel (RWC 49.12.450)**
16 **(Brought by the Washington Plaintiff Individually and on Behalf of the Washington Class**
17 **Against All Defendants)**

18 129. The Washington Plaintiff realleges and incorporates by reference all allegations in
19 all preceding paragraphs.

20 130. Defendants required the Washington Plaintiff and members of the Washington
21 Class to wear a uniform within the meaning of RCW 49.12.450, specifically, formal apparel.

22 131. Defendants failed to reimburse the Washington Plaintiff and members of the Washington
23 Class for the expense of formal apparel they purchased in order to fulfill
24 Defendants' uniform requirement.

25 132. As a direct proximate result of the above violations of their rights, the Washington
26 Plaintiff and the Washington Class are entitled to damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other similarly situated persons in the FLSA Collective, pray for the following relief:

A. At the earliest possible time, Plaintiffs should be allowed to give notice of this collective action, or the Court should issue such notice, to all persons who are members of the FLSA Collective. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid wages and an additional equal amount as liquidated damages pursuant to 29 U.S.C. §§ 201 *et seq.* and the supporting United States Department of Labor regulations;

C. An injunction enjoining Defendants from violating the foregoing laws and regulations in the future;

13 D. Pre-judgment interest;

14 E. Attorneys' fees and costs of the action; and

15 F. Such other relief as this Court deems just and proper.

16 **WHEREFORE**, Plaintiffs, individually and on behalf of the members of the respective
17 Class each represents, pray for the following relief:

18 A. Certification of the state law claims in this action as class actions;

19 B. Designation of each such plaintiff as a Class Representative;

20 C. A declaratory judgment that the practices complained of herein are unlawful
21 under appropriate state law;

22 D. Appropriate equitable and injunctive relief to remedy Defendants' violations of
23 state law, including but not necessarily limited to an order enjoining Defendant from continuing
24 its unlawful practices;

25 E. An award of damages, liquidated damages, appropriate statutory penalties, and
26 restitution to be paid by Defendants according to proof;

27 F. Restitution;

28 G. An award of civil penalties under Cal. Lab. Code §§ 2698 *et seq.*, and all other

1 applicable statutes;

2 H. Pre-Judgment and Post-Judgment interest, as provided by law;

3 I. Attorneys' fees and costs of suit, including expert fees; and

4 J. Such other relief as this Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Pursuant to Rule 38(b) of the Federal Rules of civil Procedure, Plaintiffs demand a trial
7 by jury on all questions of fact raised by the Complaint.

8
9 DATED: October 31, 2017

Respectfully submitted,

10 **THE LIU LAW FIRM, P.C.**

11 By: /s/ Rebecca Peterson-Fisher

12 Rebecca Peterson-Fisher

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EXHIBIT A

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Braavos, Inc., d/b/a Bannerman Security, and Jonathan Chin and/or related entities and individuals (collectively "Bannerman") in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate The Liu Law Firm, P.C. and Kosinski and Thiagaraj, LLP ("the Firms") to represent me in bringing such claims, and to make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firms will petition the Court for attorneys' fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable

3. I also consent to join any other related action against Bannerman or other potentially responsible parties to assert my claims and for this Consent Form to be filed in any such action.

Oct 30, 2017

Date

Signature: 
KAYLA GORDON (Oct 30, 2017)

Email: [REDACTED]

Kayla Gordon

EXHIBIT B

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Braavos, Inc., d/b/a Bannerman Security, and Jonathan Chin and/or related entities and individuals (collectively "Bannerman") in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate The Liu Law Firm, P.C. and Kosinski and Thiagaraj, LLP ("the Firms") to represent me in bringing such claims, and to make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firms will petition the Court for attorneys' fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Bannerman or other potentially responsible parties to assert my claims and for this Consent Form to be filed in any such action.

Oct 27, 2017

Date

Signature: James Mollo
james.mollo (Oct 27, 2017)

Email: [REDACTED]
James Mollo